

Exhibit D



Three Bryant Park
1095 Avenue of the Americas
New York, NY 10036-6797
+1 212 698 3500 Main
+1 212 698 3599 Fax
www.dechert.com

JENNIFER INSLEY-PRUITT

jennifer.insley-pruitt@dechert.com
+1 212 698 3653 Direct
+1 212 698 3599 Fax

January 28, 2022

VIA EMAIL

Mr. Carson Yu
President
Top Media, Inc.
P.O. Box 2026
San Gabriel, CA 91778
cyu@newcenturymediausa.com

Re: Infringement of Blu-ray Disc Association Intellectual Property

Dear Mr. Yu,

We represent Blu-ray Disc Association (“BDA”), the group of companies dedicated to developing and promoting the Blu-ray Disc format. We write further to BDA’s email to you of September 2016 and also in response to an email dated January 10, 2022, from your colleague, Wenda Zhang of New Century Media, purporting to inquire about the status of Top Media’s license to use BDA technology in its products.

As you are aware, the BDA and Top Media were previously party to the Blu-Ray Disc Read Only Format 2.0 and Logo License Agreement. Pursuant to that license, Top Media was authorized to use certain of BDA’s technologies and corresponding trademarks, but this authorization was contingent upon Top Media’s compliance with certain terms. When Top Media continually failed to comply with those terms, BDA terminated its license effective March 31, 2016.

BDA’s termination letter, which is attached hereto as Exhibit A, informed Top Media that it must immediately “cease manufacture, distribution, shipment, and sale of any and all products that utilize the Blu-ray Disc format, incorporate BDA technology, or bear BDA trademarks; and destroy any and all products in Top Media’s possession that utilize the Blu-ray Disc format, incorporate BDA technology, or bear BDA trademarks.” The termination explicitly applied to all products of Top Media and any of its affiliates, including New Century Media. In addition, BDA sent a separate notice dated March 31,

2016 to New Century Media advising that Top Media was no longer authorized to manufacture products incorporating the BDA technology or BDA marks. Exhibit B.

Following termination of the license, Top Media was clearly obligated to cease all use of the BDA marks and BDA technology, and New Century Media was clearly obligated to cease distributing any products incorporating the Blu-ray Disc format received from Top Media. Despite this obligation, as our client recently became aware, Top Media continued to create discs using the BDA technology and to use the BDA marks, without license – and New Century Media continued to market and sell these infringing products:



Blu-Ray Replication

New Century Media currently manufactures Blu-ray 25 (25GB) and Blu-ray 50 (50GB). We recently increased our capability significantly to keep up with industry demand. 200 of the world's leading consumer electronics, personal computer, recording media, video game and music companies and growing. Blu-ray discs offer incredible high-resolution, enhanced surround sound capability and innovative special feature capabilities. Blu-ray is the future of optical disc storage. It can record, store and play back high-definition video and digital audio, as well as computer data. The advantage to Blu-ray is the sheer amount of information it can hold and New Century Media streamlines the certification and replication/packaging process. Blu-ray replication starts with precision mastering to ensure high quality replicas. NCM employs various testing methods that include Dr. Schenk inline and offline testing as well as Pulstec disc analyzers. Our BD disc have been tested by outside/third party entities and been found to be of the utmost quality.

NCM also manufactures Blu-ray 3D. Blu-ray 3D is a media format that creates the illusion of tactile depth perception-as if the image jumps from the television or a user feels a part of the scene-while using the high definition 4k quality of Blu-ray to provide an unmatched entertainment experience.

[Quote Now](#)

Notwithstanding Ms. Zhang's email, both Top Media and New Century Media are well aware that Top Media no longer has any license from our client, and that its use of BDA's intellectual property is entirely unauthorized. In fact, as you know, BDA attempted to resolve this situation amicably by providing Top Media the opportunity to obtain a renewed license from BDA, but you failed to respond to or even acknowledge that correspondence.

Your use of the BDA marks and the BDA technology since 2016 therefore constitutes willful infringement of BDA's valuable intellectual property rights in violation of Section



Mr. Carson Yu
January 28, 2022
Page 3

32(1) and 43(a) of the Trademark (Lanham) Act, among other statutory provisions. Potential remedies for such infringement include not only injunctive relief against continuing infringement, but also significant monetary damages. *See* 15 U.S.C. §§ 1116-1118.

Of course, our client would still prefer to resolve this matter amicably if you are willing to cooperate. Therefore, on behalf of our client, we demand that you immediately remit to our client the \$112,500 in back license fees that an *authorized* licensee would have paid during the time period of your unauthorized use of the BDA technology and BDA trademarks.

If you pay these license fees in full by **February 11, 2022**, our client will allow you to enter into a new, provisional license agreement pursuant to which you will be able to use the BDA technology and BDA trademarks in connection with your replication work provided, among other things, prompt payment of all fees and periodic compliance checks. If, on the other hand, you fail to make the required payment by the above deadline, you will permanently lose access to any BDA license and will be required to immediately (1) cease manufacture, distribution, shipment, and sale of any and all products that utilize the Blu-ray Disc format, incorporate BDA technology, or bear BDA trademarks; (2) destroy any and all products or material in your possession that utilize the Blu-ray Disc format, incorporate BDA technology, or bear BDA trademarks; and (3) agree to make no use of the BDA technology or BDA trademarks in the future.

Please contact me to confirm that you will comply with these requirements. This letter is sent without waiver of our client's rights, claims, and remedies, all of which are expressly reserved.

Very truly yours,

A handwritten signature in blue ink that reads "Jennifer Insley-Pruitt". The signature is fluid and cursive, with the first name "Jennifer" being more prominent.

Jennifer Insley-Pruitt

cc: Wenda Zhang
ac3@newcenturymediausa.com

EXHIBIT A



1095 Avenue of the Americas
New York, New York 10036
+1 212 698 3500 Main
+1 212 698 3599 Fax
www.dechert.com

JAKE BISHOP

jacob.bishop@dechert.com
+1 212 698 3653 Direct
+1 212 698 3653 Fax

March 31, 2016

VIA EMAIL AND EXPRESS MAIL

Ricardo Salazar
Top Media, Inc.
2727 Pellissier Place, Suite B
City of Industry, CA 90601

Re: Termination of BDA License Agreement

Dear Mr. Salazar:

We write to inform you that Blu-ray Disc Association ("BDA") hereby **terminates** the Blu-ray Disc Read Only Format 2.0 and Logo License Agreement entered between BDA and Top Media, Inc. on September 25, 2012 (the "License Agreement"), **effective immediately**.

BDA requires all of its licensees to obtain First Product Model Verification ("FPMV") for any and all products bearing BDA trademarks or incorporating BDA technology. Although Top Media started manufacturing and selling Media Products nearly three years ago, it never satisfactorily completed the FPMV process for these products. BDA has reminded Top Media of its FPMV obligations *dozens* of times over the past three years, and has provided Top Media with clear and explicit instructions how to complete the process. Top Media has either falsely indicated that it started the FPMV process, provided excuses as to why it had not started the FPMV process, or simply ignored BDA's correspondence. Top Media finally initiated the FPMV process last month, but the product samples it submitted failed the minimum "self-test" requirements required of BDA licensees. Top Media has ignored all correspondence from BDA and its testing facilities regarding the "self-test" failure and other shortcomings of its Media Product samples.

Sections 5.1 and 5.2 of the License Agreement indicate that the FPMV must be obtained before the licensee can begin selling or manufacturing the BDA products. See **Exhibit A**. As outlined above, Top Media has plainly breached these terms.

Dechert
LLP

Ricardo Salazar
March 31, 2016
Page 2

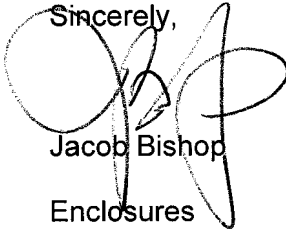
Agreement.” Section 14.3 goes on to state that either party may terminate the License Agreement immediately in the event of a Material Breach by the other party.

In light of the foregoing, BDA demands that Top Media immediately:

- cease manufacture, distribution, shipment, and sale of any and all products that utilize the Blu-ray Disc format, incorporate BDA technology, or bear BDA trademarks; and
- destroy any and all products in Top Media’s possession that utilize the Blu-ray Disc format, incorporate BDA technology, or bear BDA trademarks.

For the avoidance of doubt, this termination applies to all products, not just Media Products, and applies to both Top Media and any of its affiliates. This termination is without prejudice to any rights or claims that BDA may have against Top Media and/or its affiliates that arose during the term of the License Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "JB", is written over the word "Sincerely," and the name "Jacob Bishop".

Jacob Bishop

Enclosures

4.2 In the event that the Licensor hereafter grants to any third party, a license with respect to the BD-ROM Format Specifications, the Logo and the RPC Logo under a newly revised form "Blu-ray Disc Read Only Format 2.0 and Logo License Agreement" whose terms and conditions are materially different from terms and conditions hereof, then Licensor shall notify Licensee thereof, and shall offer Licensee the option to be licensed under the terms and conditions of the new form "Blu-ray Disc Read Only Format 2.0 and Logo License Agreement".

5. Verification for Compliance with the Specifications and the Content Protection Obligations

5.1 All BD-ROM Products (with or without Firmware Updates), excluding BD-ROM Tester, that are manufactured, have manufactured and/or sold by Licensee and its Licensed Affiliates shall be Compliant. If Licensee or any of its Licensed Affiliates sells any BD-ROM Products (with or without Firmware Updates) to third parties other than end-users, Licensee or any such Licensed Affiliate shall take reasonable steps to ensure that such third parties will not modify such BD-ROM Products and that such BD-ROM Products, excluding BD-ROM Tester, remain Compliant. If Licensee or any of its Licensed Affiliates makes available a Firmware Update to consumers, such Firmware Update shall not render its Target BD-ROM Model non-Compliant.

5.2 Licensee and its Licensed Affiliates shall not sell, use, import, export or otherwise dispose of a BD-ROM Verification Product or make available any Firmware Update to consumers until such BD-ROM Verification Product or Target BD-ROM Product Model has satisfied its Verification Obligations. For each such BD-ROM Verification Product or Firmware Update, Licensee's or its Licensed Affiliate's compliance with its Verification Obligations, coupled with passage of all of the Test Items in the applicable Test Specification, shall entitle Licensee or such Licensed Affiliate to a rebuttable presumption that the applicable BD-ROM Verification Product or Target BD-ROM Product Model was Compliant at the time of such verification.

5.3 Notwithstanding anything to the contrary in this Agreement, a Licensee or Licensed Affiliate in the license category of BD-ROM Movie Media shall not be responsible for verification or the Compliance of the BD-ROM Commercial Audiovisual Content contained on such BD-ROM Movie Media if and to the extent such BD-ROM Commercial Audiovisual Content is manufactured by a Fellow Licensee, provided Licensee or such Licensed Affiliate either (i) confirms that the applicable Fellow Licensee is listed on the BDA website as a licensee in the license category of BD-ROM Commercial Audiovisual Content, or (ii) obtains written notice from such Fellow Licensee reasonably documenting that such Fellow Licensee is licensed in the license category of BD-ROM Commercial Audiovisual Content.

5.4 For the avoidance of doubt, Licensee's or Licensed Affiliates' use, manufacture, marketing, or sale of purported BD-ROM Products (with or

EXHIBIT B

Dechert
LLP

1095 Avenue of the Americas
New York, NY 10036-6797
+1 212 698 3500 Main
+1 212 698 3599 Fax
www.dechert.com

JACOB BISHOP

jacob.bishop@dechert.com
+1 212 698 3653 Direct
+1 212 314 0056 Fax

March 31, 2016

VIA EMAIL

Andy Forman
New Century Media Corporation
2727 Pelissier Place, Suite B
City of Industry, CA 90601

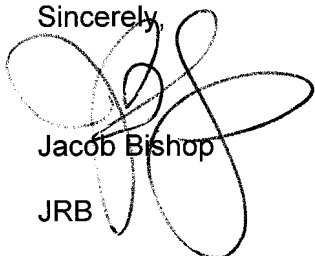
Re: Blu-ray Disc Association's Termination of Top Media License

Dear Mr. Forman:

As you may know, Blu-ray Disc Association ("BDA") has now terminated the Blu-ray Disc Read Only Format 2.0 and Logo License Agreement entered between BDA and Top Media, Inc. (the "License Agreement"), **effective as of [DATE]**. As a result of this termination, Top Media is no longer authorized to manufacture, distribute, or sell any products incorporating the Blu-ray Disc format, or to use any trademarks or other intellectual property owned by BDA.

To the extent New Century Media Corporation intends to continue distributing products incorporating the Blu-ray Disc format, it should obtain these products from a licensed manufacturer, not Top Media, Inc.

Sincerely,



Jacob Bishop

JRB